

CERTIFICATE

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I, _____, certify that I am
the VICE PRESIDENT of the Corporation named as
Contractor herein; that _____
who signed this contract on behalf of the Contractor was then the
VICE PRESIDENT & CHIEF ENGR of said Corporation; that said
contract was duly signed for and in behalf of said Corporation by
authority of its governing body, and is within the scope of its
Corporate powers.

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Signature

(Corporate Seal)

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SCHEDULE

PART I - SUPPLIES AND SERVICES TO BE FURNISHED

A. The Contractor shall, in accordance with the instructions of the Contracting Officer, recruit and train (and make available to the Government for use in overseas operations pursuant to a separate contract) (i) five (5) teams of five (5) men each to serve on field service teams to service and maintain certain basic equipment, and (ii) a supervising field engineer and a senior field engineer. The Government shall provide the basic equipment on which training of said teams shall be conducted and shall designate place or places for such training.

B. The basic premises or assumptions in connection with the supplies and services to be furnished hereunder, the composition of the team, the contemplated training procedure, and other basic information in connection with the supplies and services to be furnished hereunder are set forth in the basic document entitled "SUPPORT SERVICES PROPOSAL," as revised 17 September 1955, and submitted by the Contractor to representatives of the Government. Copies of such proposal are in the possession of the Government and of the Contractor and such document, to the extent it describes the services to be performed hereunder, is incorporated herein as though fully set forth in this contract; provided, however, that any subsequent changes in basic premises, assumptions or procedures negotiated with the Contractor by the Government (as recorded in correspondence between the Contractor and the Government) shall be considered as amending the basic document referred to above and such additional agreements are incorporated herein as though fully set forth in this contract.

C. It is understood that said proposal of 17 September 1955 includes within its scope additional work proposed to be performed for the Government by the Contractor, over and above the work included in the scope of this contract. Such additional work is to be the subject of subsequent negotiations with the Contractor and the subject of separate contractual agreements.

D. Upon completion of the scheduled training for any team and until such team departs to render service pursuant to directions of the Contracting Officer under another contract between the Contractor and the Government, the Contractor may in its discretion continue training such team, hold such team in stand-by status, or utilize such team in manufacturing operations.

E. Notwithstanding the description above of the supplies and services to be furnished under this contract, the Government may, at its discretion, revise such services, delete services, or require additional collateral or related supplies and services during the period of

this contract. In such event the Contracting Officer will issue a Change Order directing the required changes, in accordance with the clause of this contract entitled "CHANGES."

PART II - CONSIDERATION AND PAYMENT

A. In accordance with the payment provisions of this contract, and subject to redetermination of the price in accordance with the part of this schedule entitled "PRICE REDETERMINATION", the Government shall pay the Contractor upon satisfactory performance of this contract, as full payment for the services to be supplied by the Contractor hereunder, the amount of one hundred and sixty-one thousand dollars (\$161,000). The breakdown of estimated costs of performance is set forth in Appendix L, hereto.

B. The contract price stated above is subject to increase or decrease in accordance with the part of this Schedule entitled "PRICE REDETERMINATION." In addition the Government may increase this contract price from time to time solely at its discretion, such increased price also to be subject to the redetermination provisions of the part of this Schedule entitled "PRICE REDETERMINATION." If at any time the Contractor has reason to believe that by reason of the performance by it of this contract the amount due it will exceed the contract price set forth in this contract, it shall notify the Contracting Officer to that effect.

C. Interim payments hereunder shall be made in accordance with Part X of this Schedule.

PART III - PERIOD OF PERFORMANCE

A. The period of performance of the services to be provided by the Contractor hereunder shall commence on 18 June 1955, and shall be completed on 1 December 1956.

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PART IV - OPTION TO EXTEND AND/OR EXPAND SERVICES

A. The Government is granted the right and option of renewing and extending and/or expanding this contract as to any or all items or services under this contract which are needed by the Government to satisfy long-range requirements of which the work hereunder is a preliminary phase. Such right and option shall extend for any additional periods of time but not as to items or services to be supplied after June 30, 1958. This option to extend and/or expand the contract may be exercised by a Change Order to this contract.

PART V - PRICE REDETERMINATION

A. Because of the nature of the services called for by this contract and the uncertainty as to the cost of performance hereunder, the parties to this contract agree that the contract price, or prices, stated in Part II hereof may be increased or decreased in accordance with the provisions of this clause.

B. Upon completion of training of the third team or upon expenditure of seventy-five per cent (75 %) of the contract price stated in Part II, whichever shall occur first, the parties shall negotiate to determine whether the contract price shall be revised and a new contract price established, such new contract price to be fixed and to represent the total amount payable to the Contractor for satisfactory performance of the contract, including all services theretofore furnished or thereafter to be furnished.

C. As soon as practicable, and in no case later than sixty (60) days after the furnishing of the services or after expenditure of the funds referred to above, the Contractor shall furnish to the Contracting Officer a statement in such form and detail as the Contracting Officer may prescribe of the cost of furnishing the services called for under this contract together with such information as may be pertinent in the negotiations for a revised price pursuant to this clause. Such statement of cost shall fairly reflect the normal operations of the Contractor's cost system, taking into account any deviations from such normal cost system as are required by the security restrictions placed upon the Contractor by the Government in performance under this contract. The Contracting Officer shall have the right at all reasonable times to make or cause to be made such examinations or audits of the Contractor's books, records and accounts as he may request.

D. Upon the filing of the statement and other pertinent information required by paragraph C of this clause, the Contractor and the Contracting Officer will promptly negotiate in good faith to agree upon a reasonable revised price for the entire contract which, upon the basis of such statement and other pertinent information, will constitute fair and just compensation to the Contractor for the performance of this contract. In determining the extent of any estimated allowance for profit to be taken into account in fixing such revised price, consideration will be given to the extent to which the Contractor has performed the contract with efficiency, economy and ingenuity. The revised price shall be evidenced by an amendment to this contract. However, in the event that the negotiations for price revision in accordance with this clause indicate that the uncertainty as to the cost of complete performance is still so great as to prevent a realistic determination of the final price for the over-all completion of this contract, provision may be made for such future negotiations as to revision as may be appropriate to the circumstances at the time.

E. If within thirty (30) days after the filing of the statement and other pertinent information required by paragraph C of this clause the parties shall fail to agree upon a revised price in accordance with the provisions of this clause, the failure to agree shall be deemed to be a disagreement as to a question of fact which shall be disposed of in accordance with the clause hereof entitled "DISPUTES."

F. For any of the purposes of the clause of this contract providing for termination at the option or convenience of the Government (including without limitation, computation of "the total contract price" and "the contract price of work not terminated"), the contract price shall be the revised contract price agreed upon under paragraph D of this clause or determined under paragraph E of this clause, as the case may be.

PART VI - REPORTS AND FINAL ACCEPTANCE

A. Upon completion of the performance of this contract, the Contractor shall submit to the Contracting Officer a report on the services performed under the contract. Such report shall be in such detail as the Contracting Officer may require. Upon acceptance of such report on the behalf of the Government by the Contracting Officer, and upon agreement as to the final price under this contract, the Government shall make final payment and the services supplied hereunder shall be deemed to be finally accepted. Such final acceptance shall be conclusive except with respect to fraud or such gross mistakes as amount to fraud.

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PART VII - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

A. Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

PART VIII - SPECIAL SECURITY RESTRICTIONS

A. The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or part of this contract to the contrary, the Contractor shall not interpret any clause or part of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

PART IX - LETTER CONTRACT SUPERSEDED

A. This is the Definitive Contract contemplated by the Letter Contract issued by the Government to the Contractor under date of 30 June 1955, and supersedes said Letter Contract. Work performed and payments

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made under said Letter Contract shall be deemed to be work performed and payments made under this Definitive Contract. The date of the Letter Contract shall govern for the determination of the priority status of this Definitive Contract. In the event of conflict between this Definitive Contract and said Letter Contract, this Definitive Contract shall prevail.

PART X - INTERIM PAYMENTS

A. The Contractor may present sales billings on a monthly basis for each man month or pro-rata portion thereof for each man engaged in either In-Plant Training or On-Site Training, in accordance with the rates indicated in Appendix No. 1, Part A. The Contractor may also present billings of \$1500 per man for a total not to exceed 25 men, as indicated in Appendix No. 1, Part B, upon certification by the Contractor that students have fulfilled the requirements and are available to the Government for Phase 3 assignment.

B. Each payment made on such sales billings shall be to the extent of 90 percent of the amount of each such invoice presented with 10 percent of the amount of each such invoice to be withheld by the Government as a reserve pending redetermination of the Contract price.

C. The Contractor may at anytime invoice the Government on a progress payment basis, for the work represented by either Part A or Part B of Appendix No. 1, in accordance with Clause "4. PAYMENTS" of the GENERAL PROVISIONS of this Contract.